



DAVID SANDERS, PH.D.  
Director

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

December 14, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ONE TO AGREEMENT  
NUMBER 73750 WITH PACIFIC TOXICOLOGY LABORATORIES, INC., FOR URINE  
SAMPLE COLLECTION/DRUG AND ALCOHOL TESTING SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign Amendment Number One (Attachment A) to Agreement Number 73750 for Urine Sample Collection/Drug and Alcohol Testing Services with Pacific Toxicology Laboratories Inc., to extend the Agreement six additional months from January 1, 2005 through June 30, 2005. The maximum contract sum for the three-year term of the Agreement was \$4,725,000; an increase in the maximum contract sum is not necessary for the six-month extension period. The cost of the Agreement is financed using approximately 54% Federal revenue, 32.6% State revenue and 13.4% net County cost. Sufficient funding is included in the FY 2004-05 Adopted Budget.
2. Find that services provided under the amended Agreement can be more economically performed by the Contractor than by County employees.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The recommended actions will enable the Department of Children and Family Services (DCFS) to continue to provide urine sample collection/drug and alcohol testing services without interruption. This program provides a valuable tool for assessing drug and alcohol abuse by parents and/or primary caregivers of children in the care of DCFS. It is utilized to assist Children's Social Workers in determining that these children can safely be placed in the home of their parents or caregivers, when either in the past or present, substance abuse has been an identified factor. Drug and alcohol testing helps to avoid having a significant number of children placed in out-of-home care.

The current Agreement expires on December 31, 2004. The six-month extension period will allow DCFS time to complete the Request for Proposal (RFP) process to solicit proposals without disrupting the services for drug and alcohol testing pending completion of a new solicitation process.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of not anticipating the changes in Board Meeting dates due to holiday schedules.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1, Service Excellence and Goal 5, Children and Families' Well-Being. The recommended actions will continue to provide access to drug and alcohol monitoring of parents and primary caregivers that is necessary in keeping families together and coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries.

#### **FISCAL IMPACT/FINANCING**

The estimated cost for the six-month extension is \$400,000. The current maximum contract sum of \$4,725,000 includes sufficient funding to accommodate the six-month extension due to a lower than anticipated level of service needed during the original three-year term of the Agreement; an increase in the maximum contract sum is not necessary. Therefore, there is no additional cost for the six-month extension. The cost of these collection/testing services is financed using approximately 54% Federal revenue, 32.6% State revenue and 13.4% net County cost. Sufficient funding is included in the FY 2004-05 Adopted Budget.

DCFS Proposition A cost analysis for the six-month extension indicates a cost savings of \$590,390. The cost analysis is based on comparing the contract cost to the estimated cost for the County to perform the work, including the cost for the County to maintain 32 staff and 17 collection sites. With this cost analysis, the Department finds the contract to be cost-effective.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The current Proposition A Agreement with Pacific Toxicology Laboratories, Inc., was approved by the Board on December 18, 2001 and is effective January 1, 2002 through December 31, 2004.

In compliance with State regulations, DCFS requested a six-month contract extension from the California Department of Social Services (CDSS). CDSS, in its letter dated September 9, 2004, (Attachment B), approved the extension based on the procurement by negotiation provision of regulation 23-650-18.

The new solicitation process has not been completed due to the need of more time to ensure compliance of Living Wage Ordinance and Protest Policy.

In addition to extending the Agreement, Amendment Number One includes the following March 30, 2004, Board Approved revisions to the Child Support Compliance Program: (1) Contractor's Warranty of Adherence to County's Child Support Compliance Program; and (2) Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Amendment Number One also includes provisions requiring Contractor to register on County's WebVen as well as Notice to Employees regarding the Safely Surrendered Baby Law, Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, and Compliance with Jury Service Program.

The Department prepared the cost analysis to determine the cost effectiveness of Amendment Number One without Auditor-Controller review because the cost is under the \$1 million dollar threshold established by the Auditor-Controller for the review of Proposition A contracts.

The CAO and County Counsel have reviewed this Board Letter. Amendment Number One has been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

The Department requested a six-month extension of the Agreement that the State approved pursuant to procurement by negotiation provision of regulation 23-650-18. The Department has entered into a negotiated contract with the incumbent Contractor in consideration of the quality of services the Contractor furnished as well as the Contractor's conformity with the specification requirements of the Agreement.

DCFS' cost analysis of the six-month extension indicates a cost savings of \$590,390. The cost analysis is based on comparing the contract cost to the estimated cost for the County to perform the work, including the cost for the County to maintain 32 staff and 17 collection sites. With this cost analysis, the Department finds the contract to be cost-effective.

The Department has evaluated and determined that the Contractor continues to be a responsible contractor; furthermore, the Contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay a living wage to its full-time and part-time employees while providing services under this Agreement. Pacific Toxicology is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements. The Department is satisfied that the requirements of County Code Section 2.121.380 have been met. Accordingly, the Department recommends that the Board approve and instruct the Chair to sign the attached Amendment Number One with Pacific Toxicology Laboratories, Inc.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services by this Amendment Number One; rather, this amendment will permit a continuation of urine collection and drug and alcohol testing services. The Department has also concluded that this amendment will not result in reduction of County services.

## **CONCLUSION**

Upon execution by the Chair of the Board, please instruct the Executive Officer/Clerk of the Board to send an executed copy of the adopted Board Letter and any attachments to:

1. Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Office of the County Counsel, Children's Services  
Advice and Litigation Division  
Attention: Rose Belda, Principal Deputy County Counsel  
201 Centre Plaza Drive  
Monterey Park, CA 91754
3. Pacific Toxicology Laboratories, Inc.  
Attention: Thomas Kosco, Chief Executive Officer  
9348 De Soto Avenue  
Chatsworth, CA 91311

Respectfully submitted,

DAVID SANDERS, PH.D.  
Director

DS:WC:RR:aml

Attachments (2)

c: Chief Administrative Officer  
Auditor-Controller

**DRUG AND ALCOHOL TEST  
PROPOSITION A ANALYSIS  
For the Period of 1/1005-6/2005**

	Item Number	Monthly Salary <sup>(1)</sup>	Number of Position	6-Month Period
<b>DIRECT COST:</b>				
<b><u>Salaries &amp; EBs</u></b>				
Laboratory Services Manager	8040	5,770.45	1	34,623
Senior Criminalist	4336	6,657.00	1	39,942
Criminalistics Laboratory Technician	4331	3,329.73	2	39,957
Laboratory Assistants	4976	2,415.00	3	43,470
Laboratory Attendants	4974	2,120.91	2	25,451
Hospital Medical Assistant	5606	3,035.64	17	309,635
Customer Service Representative/Adm. Asst. I	0887	3,210.00	1	19,260
Computer Operator Specialist	2492	3,411.82	1	20,470
Administrative Assistant II	0888	4,126.73	1	24,760
Secretary II	2095	3,057.91	1	18,347
Custodians	0677	2,073.64	1	12,442
Security Guards	2824	2,052.91	1	12,317
Total Gross Salaries			<u>32</u>	600,674
Less: Salary Savings (5%)				-30,033
Adjusted Salary				570,641
Add Employee Benefits @30%				171,192
<b>Total Salaries &amp; EBs</b>				<u>741,833</u>
<b><u>Services &amp; Supplies</u></b>				
Re-agent \$0.15 each @ 33,600 (Six-month Drug Test) <sup>(2)</sup>				5,040
Re-agent \$0.15 each @ 2,040 (Six-month Alcohol Test) <sup>(2)</sup>				306
Re-agent \$0.15 each @ 3,600 positive confirmation				540
Collection Kits (5,600 per month for 6 months @ \$0.50 each)				16,800
Fax Machines ( 2@ \$1,615)				1,615
Immunoassay Analyzer (amortized @\$8,586/yr)				4,293
Gas Chromatography Mass Spectrometer (amortized @\$4,835/yr)				2,417
Phone/Utilities/Supplies @\$195 per month per person				37,440
General Supplies/Laboratory Equipment				17,250
Office Furniture				30,265
Computer (9 @ \$7,263/yr)				3,631
Space (\$1.60 per Sq. Ft. per month for 10,100 Sq. Ft.)				96,960
Maintenance SAMHSA Program Costs				15,200
Contract Cost - Courier Cost (5,600 tests/month x 6 months x @\$0.50) <sup>(3)</sup>				16,800
Total Services & Supplies				<u>248,557</u>
Total Direct Cost				<u>990,390</u>
Total Avoidable Indirect Cost				0
Total Avoidable Cost				990,390
Contract Amount				<u>400,000</u>
Contract Savings/(Deficit)				<u>590,390</u>

<sup>(1)</sup> Salary Listing Maximum Range

<sup>(2)</sup> Based on 5,600 monthly drug tests and 340 monthly alcohol tests per DCFS historical data.

<sup>(3)</sup> Contract Cost for Courier Services per Pacific Toxicology Laboratories.

	Total	Fed (54%)	State (32.6%)	County (13.4%)
Six-Month Avoidable Cost	990,390	534,811	322,867	132,712
Six-Month Agreement Cost	400,000	216,000	130,400	53,600
Six-Month Saving	<u>590,390</u>	<u>318,811</u>	<u>192,467</u>	<u>79,112</u>

**ATTACHMENT A**

**AMENDMENT NUMBER ONE**

**TO**

**AGREEMENT NUMBER 73750**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**PACIFIC TOXICOLOGY LABORATORIES, INC.**

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73750  
FOR URINE SAMPLE COLLECTION/ALCOHOL AND DRUG TESTING SERVICES  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND  
PACIFIC TOXICOLOGY LABORATORIES, INC.**

This Amendment Number One to the Agreement Number 73750, adopted by the Board of Supervisors on December 18, 2001, is made and entered into at Los Angeles, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the County of Los Angeles, hereinafter referred to as "COUNTY", and Pacific Toxicology Laboratories, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the parties have previously entered into an Agreement to provide urine sample collection/drug and alcohol testing services for parents or primary caregivers of children under the care and authority of the Department of Children and Family Services; and

WHEREAS, COUNTY has determined a need to reduce funding as set forth in the Agreement, Section 28.0, LIMITATION OF COUNTY OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS;

WHEREAS, COUNTY has determined a need to decrease the Maximum Annual Contract Sum for Fiscal Year 2004-2005; and

WHEREAS, COUNTY and CONTRACTOR has determined a need to extend Agreement Number 73750 for an additional six-month period through June 30, 2005;

NOW THEREFORE, COUNTY and CONTRACTOR, in consideration of the mutual promises, covenants and conditions set forth herein, hereby agree to amend the Agreement as follows:

1. Section 1.0 **APPLICABLE DOCUMENTS**, subsections 1.2 and 1.3 are amended in their entirety and restated to read as follows:
  - 1.2 Exhibits A, B, B-1, B-2, B-3, C, D, E, F, G, H, I, J, K, L, M and N, set forth below are attached to and incorporated by reference in this Agreement.
  - 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A      -Statement of Work



Exhibit B	-Pricing Schedule
Exhibit B-1	-Budget
Exhibit B-2	-Budget for the Period January 1, 2004 through December 31, 2004
Exhibit B-3	-Budget for the Period January 1, 2005 through June 30, 2005
Exhibit C	-Job and Performance Requirement Summary
Exhibit D	-Certification of Independent Price Determination
Exhibit E	-Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit F	-Community Business Enterprise Form (CBE)
Exhibit G	-Employee Acknowledgement and Confidentiality Agreement
Exhibit H	-Auditor-Controller Agreement Accounting and Operating Handbook
Exhibit I	-Child Support Compliance Certification
Exhibit J	-Living Wage Certification
Exhibit K	-Living Wage Program Ordinance
Exhibit L	-Internal Revenue Service Notice 1015
Exhibit M	-Safely Surrendered Baby Law Fact Sheet
Exhibit N	-Los Angeles County Code 2.203 (Jury Service Program)

2. Section 3.0 **TERM AND TERMINATION**, is deleted in its entirety amended and restated in their entirety to read as follows:

### 3.0 TERM AND TERMINATION

The term of this Agreement shall commence January 1, 2002 or date of execution by County Board of Supervisors, whichever is later, and shall continue through June 30, 2005, unless terminated earlier as provided herein.

3. Section 4.0 **CONTRACT SUM**, Subsections 4.2, 4.3 and 4.4 are amended and restated in their entirety to read as follows:

- 4.2 The total amount payable under this Agreement is Four Million Seven Hundred Twenty Five Thousand Dollars (\$4,725,000), Maximum Contract Sum. The maximum amount payable under this Agreement for each of the Contract years shall not exceed the following limits:

4.2.1 One Million Five Hundred Seventy Five Thousand dollars (\$1,575,000), Maximum Annual Contract Sum for January 1, 2002 through December 31, 2002;

4.2.2 One Million Five Hundred Seventy Five Thousand dollars (\$1,575,000), Maximum Annual Contract Sum, for January 1, 2003 through December 31, 2003;

- 4.2.3 One Million One Hundred Seventy Five Thousand dollars (\$1,175,000), Maximum Annual Contract Sum, for January 1, 2004 through December 31, 2004; and
    - 4.2.4 Four Hundred Thousand dollars (\$400,000), Maximum Six-Month Contract Sum, for January 1, 2005 through June 30, 2005.
  - 4.3 The Maximum Contract Sum shall not exceed \$4,725,000 for the Agreement period from January 1, 2002 through June 30, 2005.
  - 4.4 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit B-1, Budget; Exhibit B-2, Budget for the Period January 1, 2004 through December 31, 2004 and Exhibit B-3, Budget for the Period January 1, 2005 through June 30, 2005. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 4.0 hereof, CONTRACTOR shall prepare and submit an amended Budget.
4. Section 5.0 **PAYMENT AND INVOICES**, is amended to add Subsection 5.9, which reads, in its entirety, as follows:
- 5.9 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0 Payment and Invoices, and 12.0 Notices, of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0 Payment and Invoices, and 12.0 Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.0 Payment and Invoices, and 12.0 Notices.
5. Section 12.0 **NOTICES**, Subsection 12.1 is amended to read as follows:
- 12.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

David Sanders, Ph.D., Director  
Department of Children and Family Services  
425 Shatto Place, Room 400  
Los Angeles, California 90020  
Attention: Contract Administrator  
Contract Management

All notices to CONTRACTOR shall be sent to the following:

Thomas Kosco, Chief Executive Officer  
Pacific Toxicology Laboratories, Inc.  
9348 De Soto Avenue  
Chatsworth, California 91311  
(818) 598-3110 / Fax (818) 598-3116/ (800) 328-6942

6. Section 36.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, is deleted in its entirety amended and restated to read as follows:

**36.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 36.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 36.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 39.0 **CONSIDERATION OF HIRING GAIN PARTICIPANTS**, is deleted in its entirety amended and restated to read as follows:

**39.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.**

39.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event, that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

39.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services office(s) located nearest to the job location at the following addresses:

Region 1- West County  
5200 W. Century Blvd  
Los Angeles, CA 90045

Region II- West San  
Fernando Valley  
21415 Plummer Street  
Chatsworth, CA 91311

Region II- West San  
Fernando Valley  
Santa Clarita Sub-Office  
27233 Camp Plenty Road  
Canyon County, CA 91351

Region II- West San  
Fernando Valley  
Palmdale Sub-Office  
1050 E. Palmdale Blvd.  
# 204  
Palmdale, CA 93550

Region III- San Gabriel  
Valley  
3216 Rosemead Blvd.  
El Monte, CA 91731

Region III- San Gabriel  
Valley  
GAIN Cal-Learn Branch  
3220 Rosemead Blvd.  
El Monte, CA 91731

Region IV- Central and  
West County  
2910 W. Beverly Blvd.  
Los Angeles, CA 90057

Region IV- Central and  
West County  
Exposition Park Sub-Office  
3833 S. Vermont  
Los Angeles, CA 90037

Region V- South County

Region VI- Southeast

2959 Victoria Street  
Rancho Dominguez,  
CA 90221

County  
5460 Bandini Blvd.  
City of Bell, CA 90201

Region VII- East San Fernando County  
3307 N. Glenoaks Blvd.  
Burbank, CA 91504

39.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

39.4 CONTRACTOR is exempt from the provisions of this Section 39.0 if it is a governmental entity.

8. The Agreement is amended to add Section 50.0 **MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**, which reads, in its entirety, as follows:

**50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential Contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing-business/main\\_db.htm](http://lacounty.info/doing-business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

9. The Agreement is amended to add Section 51.0 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, which reads, in its entirety, as follows:

**51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit M, Safely Surrendered Baby Law Fact Sheet, of

this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

10. The Agreement is amended to add Section 52.0 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, which reads, in its entirety, as follows:

**52.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

11. The Agreement is amended to add Section 53.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**, which reads, in its entirety, as follows:

**53.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Agreement is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit N and incorporated by reference into and made a part of this Agreement.

**53.1 Written Employee Jury Service Policy**

53.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070) of the County Code, CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

53.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontract shall also be subject to the provisions of this Section 53.0. The provisions of this Section 53.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

53.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.

53.1.4 CONTRACTOR's violation of this Section 53.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the

award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

12. The Agreement is amended to add Section 54.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**, which reads, in its entirety, as follows:

**54.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 36.0, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Section 24.0, TERMINATION FOR DEFAULT, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

13. Section 27.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is deleted, in its entirety, amended and restated, in its entirety, to read as follows:

**27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

A responsible contractor is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquired information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity,



or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of COUNTY contractors.

14. Exhibit M – Safely Surrendered Baby Law Fact Sheet and Exhibit N – Los Angeles County Code 2.203 (Jury Service Program) are attached to this Amendment and incorporated by reference into the Agreement.

EXCEPT AS AMENDED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT ONE.

#### **AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73750**

**FOR URINE SAMPLE COLLECTION/ALCOHOL AND DRUG TESTING SERVICES  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND  
PACIFIC TOXICOLOGY LABORATORIES, INC.**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be signed on its behalf by its duly authorized officer(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 2004. The person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that such person(s) is/are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

PACIFIC TOXICOLOGY LABORATORIES, INC.  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

BY \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY \_\_\_\_\_  
Tom Fagan, Deputy County Counsel

**LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACT BUDGET**

CONTRACTOR: PACIFIC TOXICOLOGY LABORATORIES  
 CONTRACT NAME: DRUG AND ALCOHOL TESTING SERVICES  
 CONTRACT PERIOD: JANUARY 1, 2004 THROUGH DECEMBER 31, 2004  
 CONTACT PERSON: TERRY MILLER  
 TELEPHONE NUMBER: (818) 598-3110

<b>Personnel Costs</b>
------------------------

<b>Position</b>	<b>% of Time</b>	<b>Salary &amp; Benefits</b>	<b>01/01/04 12/31/04</b>
Accessioners (3.75)	50	85,249	\$71,100
Data Entry Clerk	100	27,434	\$22,880
Client Service Rep-Lead	100	32,423	\$27,040
Client Service Rep-Lead	100	24,940	\$20,800
Analyst	100	37,412	\$31,200
Medical Technologist	100	52,370	\$43,680
Analyst, Confirmation	50	18,706	\$15,600
La. Supervisor	20	15,588	\$13,000
Supply Clerk	20	4,738	\$3,952
Program Administrator			\$1,000
Toxicology Consultant			\$3,000
<b>Total</b>		<b>\$298,860</b>	<b>\$253,252</b>

<b>Direct Operating Costs</b>
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Equipment/Printers	17,000
Supplies - Lab Kits/Requisitions	38,839
Printer Ribbons	2,720
Lab Reagents and Supplies	164,500
Confirmation Costs	8,160
<b>Total</b>	<b>\$231,219</b>

<b>Indirect Operating Costs</b>
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Staff Mileage	1,680
Training Costs/Continuous Education	1,200
Other Costs - Insurance	1,000
Other Collection/Scientific Rev	486,000
<b>Total</b>	<b>\$489,880</b>

<b>Total: Personnel Cost+Direct+Indirect Operating Costs</b>	<b>\$1,019,959</b>
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<b>Profit</b>	<b>\$155,041</b>
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<b>Total Contract Cost</b>	<b>\$1,175,000</b>
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**LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACT BUDGET**

CONTRACTOR: PACIFIC TOXICOLOGY LABORATORIES  
 CONTRACT NAME: DRUG AND ALCOHOL TESTING SERVICES  
 CONTRACT PERIOD: JANUARY 1, 2005 THROUGH JUNE 30, 2005  
 CONTACT PERSON: TERRY MILLER  
 TELEPHONE NUMBER: (818) 598-3110

**Personnel Costs**

<b>Position</b>	<b>% of Time</b>	<b>Salary &amp; Benefits</b>	<b>01/01/05 06/30/05</b>
Accessioners (3.75)	50	43,741	\$35,550
Data Entry Clerk	100	14,078	11,442
Client Service Rep-Lead	100	16,640	13,524
Client Service Rep	100	12,794	10,398
Analyst	75	14,395	11,700
Medical Technologist	75	20,154	16,380
Analyst, Confirmation	38	7,198	5,850
Supply Clerk	20	4,856	3,948
Controller	5	1,887	1,534
Billing Coordinator	10	2,111	1,716
IT	5	1,088	884
<b>Total</b>		<b>\$138,942</b>	<b>\$112,926</b>

**Direct Operating Costs**

Facilities Costs-	
Lab reagents, supplies and confirmation costs	56,000
Telecommunications	4,080
Consumable Supplies-	
Collection Kits	2,720
Requisitions	4,720
Printer ribbons	1,020
<b>Total</b>	<b>68,540</b>

**Indirect Operating Costs**

Insurance	3,000
Transport (samples)	36,000
Collection Site Fees	132,000
<b>Total</b>	<b>\$171,000</b>

**Total: Personnel Cost+Direct+ Indirect Operating Costs** **\$378,482**

**Profit** **\$21,518**

**Total Contract Cost** **\$400,000**

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

#### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

#### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

#### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

#### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

#### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

#### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

#### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

#### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

#### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies.**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street (M.S. 7-747), Sacramento, CA 95814

**ATTACHMENT B**

September 9, 2004

Walter Chan, Manager  
County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
425 Shatto Place  
Los Angeles, CA 90020

Attn: Ron Rios

Dear Mr. Chan:

**SUBJECT: REQUEST FOR NEGOTIATED PROCUREMENT OF SUBSTANCE  
TESTING SERVICES**

Your letter of July 27, 2004, as supplemented by letter of September 3, 2004, asks the approval of this Department for a six-month extension of a contract with Pacific Toxicology Laboratories, Inc. (contract # 73750) for drug and alcohol testing services. Your request is approved.

The information you have provided with your request includes the following:

1. The term of contract # 73750 is from January 1, 2002 through December 31, 2004, after exercise of two one-year options to extend.
2. You wish to extend the contract for six months, from January 1, 2005 to June 30, 2005.
3. The County has adopted a "Countywide Services Contract Solicitation Protest Policy" ("Policy") effective April 14, 2004.
4. You anticipate that application of the Policy to the solicitation for the substance testing services will result in a delay in the solicitation of about 10 to 20 days for each point in the process.
5. Based upon a timeline for re-procurement of the contract submitted with your September 3, 2004 letter, you do not anticipate completion of the re-procurement until April 1, 2005, not taking into account any possible delays associated with the Policy.

This Department does not favor contract extensions due to a County's not allowing sufficient time for a re-procurement within the original contract term. However, some of the factors bearing upon the County's timeline for re-procurement in the present case are outside the control of the County. Those factors include the uncertain volume of requests for review that the County may receive and the need to obtain Living Wage Ordinance (LWO) information from an outside agency. We thus conclude that your

request for a six-month contract extension, which we interpret as a request for a six-month negotiated contract with the incumbent vendor, may be approved under regulation section 23-650.18, "Other situations, where unique circumstances necessitate procurement by negotiation...."

Please contact me at (916) 657-1889 if you have any questions about this matter.

Sincerely,

*Susan Derrick*

*fn/* EVA L. LOPEZ, Chief  
Contracts and Financial Analysis Bureau